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ART UNIT	PAPER NUMBER
3626	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	09/982,274	LEVIN ET AL.	
	Examiner	Art Unit	
	DILEK B. COBANOGLU	3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *17 February 2009*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-10,12 and 14-19* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-10,12 and 14-19* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Notice to Applicant

1. This communication is in response to the amendment received on 2/17/2009. Claims 18 and 19 are newly added. Claims 1-10, 12, 14-19 remain pending in this application.

37 C.F.R. 1.132 Declaration

2. The declaration received on 2/17/2009 has been considered, but it is not persuasive.

A. The declaration includes a research paper (UBS Investment Research) authored by Michael Christelis and the first page of the research indicates "UBS does and seeks to do business with companies covered in its research reports. As a result, investors should be aware that the firm may have a conflict of interest that could affect the objectivity of this report. Investors should consider this report as only a single factor in making their investment decision." Therefore there is a conflict of interest between the author (and UBS) and the inventors (Discovery Holdings Ltd.).

B. The declaration states "…We believe that Vitality provides superior life insurance margins and medical scheme membership growth potential (despite its already large size) through selection effects, significantly lower mortality claims, health claims and lapse experience, and a brand of its own that has become a household name in the affluent market in South Africa...". Therefore the report

provides other reasons for success of the Vitality and the success is not related with the claims.

Response to Arguments

3. Applicant's arguments filed 2/17/2009 have been fully considered but they are not persuasive. Applicant's arguments will be addressed below in the order in which they appear.

A. In response to applicant's argument about Douglas does not teach "health payor define and offer health related facilities/services to a member"; Examiner respectfully submits that Douglas teaches "Referring to FIG. 1, in a presently preferred embodiment of the invention, the patient 10, physician 12, case advisor 14, and health plan payor 16 (such as an HMO, insurance company or self-insured employer), all provide input to and/or receive output from the therapeutic behavior modification program's compliance monitoring and feedback system." (Douglas; col. 5, lines 28-34), therefore, payor inputs and receives output from the system. Also, Douglas teaches "In an exemplary scenario, a physician diagnoses an individual with an ailment. The physician may then recommend a health care maintenance or recovery program which requires the patient to: take certain medications; participate in a support group; and control risk factors by altering his or her diet, following an exercise program, and managing stress levels." (Douglas; col. 6, lines 7-13). Examiner considers that it makes more sense for a physician to recommend any health-relevant service such as exercising, since the physician knows about the patient's detailed health

conditions, and can recommend the optimum program for the patient rather than an insurance company asking a patient to do a certain exercise. The system of Douglas offers the patient health-related services, wherein the health plan payor is a component of the system.

B. In response to applicant's argument about Douglas does not teach "the rewards are allocated to members who accumulate credit values exceeding predetermined values"; Examiner respectfully recites that Douglas teaches "…Users may earn points by good participation in the program and by reaching certain milestones. For instance, points may be earned for good attendance at meetings, good participation during the meetings, chairing a meeting, or losing a certain amount of weight, if this was a goal to be accomplished." In col. 14, lines 37-47.

C. In response to applicant's argument about Douglas does not teach "a reward allocated to a member is at least one of linked to number of annual claims associated with the member and whether or not the member has been hospitalized, in a predetermined period of time"; examiner respectfully submits that this argument had been addressed in the previous office action, pages 14-15, and incorporated herein.

D. In response to applicant's argument about Douglas does not teach "the rewards are allocated to members who accumulate credits values exceeding predetermined values, access is given to at least one of health-related facilities and health -related services for family members"; Examiner respectfully submits

that Douglas teaches "…Users may earn points by good participation in the program and by reaching certain milestones. For instance, points may be earned for good attendance at meetings, good participation during the meetings, chairing a meeting, or losing a certain amount of weight, if this was a goal to be accomplished." In col. 14, lines 37-47.

E. In response to applicant's argument about Douglas does not teach "forfeiting any allocated rewards"; Examiner would like to submit that claim 10 recites "the reward allocated is forfeited by the member if they are not still a member of the medical insurance plan after the predetermined period has passed or after the member has attained such predetermined age" and Douglas teaches "Based on the input information, the system, case advisor or physician generates a set of goals 52 or milestones for the patient. This is done by correlating patient information such as age, sex, weight and information relating to the health, life situation and diagnostic category of the patient to established medical protocols for that type of patient." In col. 7, lines 23-28; "…Depending on the patient's progress, the case advisor or physician can also determine whether to modify the program by altering the goals or moving the patient into a different diagnostic category. The patient may even be removed from the system if he or she has met program end goals" in col. 10, lines 49-54, therefore Douglas teaches that patient can be removed from the program.

Specification

New Matter

4. The amendment filed 2/17/2009 is objected to under 35 U.S.C. 132(a) because it introduces new matter into the disclosure. 35 U.S.C. 132(a) states that no amendment shall introduce new matter into the disclosure of the invention. The added material which is not supported by the original disclosure is as follows: a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values (claims 1 and 19). In particular, the Applicant does not point to, nor was the Examiner able to find, any support for a "a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values" determination and display feature within the specification as originally filed. As such, Applicant is respectfully requested to clarify the above issues and to specifically point out support for the newly added limitations in the originally filed specification and claims.

5. Applicant is required to cancel the new matter in the reply to this Office action.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

7. Claims 1-10 are rejected under 35 U.S.C. 103(a) as being unpatentable over Douglas et al. (hereinafter Douglas) (U. S. Patent No. 6,039,688), Luchs et al. (hereinafter Luchs) (U.S. Patent No. 4,831,526) and further in view of Applicant's admitted prior art.

A. Claim 1 has been amended now to recite A method of managing the use of a medical insurance plan by members thereof, the method comprising:

i. loading member application forms in a computer system managed by an insurance provider, wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values;

ii. receiving, at the computer system managed by the insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment (Douglas; col. 2, lines 9-22, col. 5, lines 28-34, col. 19, lines 26-);

iii. providing at least one of

relevant health services (Douglas; col. 2, lines 9-22, col. 5, lines 27-44, col. 6, lines 27-48), and

Also, Examiner notes that Applicant's admitted prior art, "the definition of business of a medical scheme" reads that the

medical scheme is a business of undertaking liability in return for a premium or contribution…to render a relevant health service…by medical scheme itself (present specification; page 2).

And assistance in defraying expenses incurred in connection with rendering such relevant health services, by the computer system managed by the insurance provider to members who pay at least one of premium payment and the contribution payment;

iv. defining, by the computer system managed by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan (Douglas; col. 2, lines 9-22, col. 5, lines 28-34, col. 6, lines 7-13, 40-48);

v. offering, by the computer system managed by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health- related services to members of the medical insurance plan (Douglas; Douglas; col. 2, lines 9-22, col. 5, lines 28-34, col. 6, lines 7-13, 40-48);

vi. monitoring, by the computer system managed by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member (Douglas; col. 5, lines 28-34, col. 7, lines 54-65 and col. 10, lines 9-16);

vii. allocating, by the computer system managed by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services (Douglas; col. 5, lines 28-34, col. 14, lines 38-42); and

viii. allocating, by the computer system managed by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values (Douglas; col. 14, lines 42-47).

Douglas fails to expressly teach loading member application forms in a computer system managed by an insurance provider, wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values.

However, these features are well known in the art, as evidenced by Luchs.

In particular, Luchs discloses feature, “a series of data comprising a form”(Luchs; abstract, col. 2, lines 26-30, col. 3, lines 17-38).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Luchs, with the motivation of processing and preparing application for insurance and premium quotations and for preparing and writing insurance contracts.

Douglas fails to expressly teach that “the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment and providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of relevant health services, and assistance in defraying expenses incurred in connection with rendering such relevant health services.”

However, these features are well known in the art, as evidenced by Applicant’s admitted prior art.

In particular, Applicant’s admitted prior art discloses definition of the term "business of a medical scheme": the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health service, either by the medical scheme itself, or by any supplier or group of suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme;" (par.: 0012-0016).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as

disclosed by Applicant's admitted prior art, which is the definition of a medical plan, with the motivation of providing clarification of the benefits of an insurance plan.

B. Claim 2 has been amended now to recite the method according to claim 1 wherein the at least one of a plurality of health-related facilities and a plurality of health-related services includes at least one of the group consisting of: membership of health clubs, membership of gymnasiums, membership of fitness programs, weight loss programs, and programs to quit smoking (Douglas; col. 5, line 60 to col. 6, line 6).

C. Claim 3 has been amended now to recite the method according to claim 2, wherein the at least one of a plurality of health-related facilities and a plurality of health-related services further includes predetermined preventive medical procedures (Douglas; col. 2, lines 23-47, col. 6, lines 7-13, 40-48).

D. Claim 4 has been amended now to recite the method according to claim 2, wherein the at least one of a plurality of health-related facilities and a plurality of health-related services further includes a medical advice service (Douglas; col. 14, lines 46-52 and col. 15, lines 1-4).

E. Claim 5 has been amended now to recite the method according to claim 2, wherein the at least one of a plurality of health-related facilities and a plurality of health-related services further includes predetermined procedures (Douglas; col. 15, lines 25-39).

F. Claim 6 has been amended now to recite the method according to claim 5, wherein the predetermined procedures include at least one of the group consisting of advance pre-authorization of hospitalization, advance pre-authorization of treatment, registration for electronic funds transfer, and compliance with preferred procedures (Douglas; col. 5, lines 45-51).

G. Claim 7 has been amended now to recite the method according to claim 1, wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member and whether or not the member has been hospitalized in a predetermined period of time (Douglas; col. 14, lines 38-42 and col. 17, line 64 to col. 18, line 5, col. 20, lines 38-47).

H. Claim 8 has been amended now to recite the method according to claim 7, wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on a basis of a draw, a magnitude of a member's credit value being related to a chance of winning the draw, access to at least one of health-related facilities and health-related services for family members, decreased premium payments according to a predetermined plan, and increased benefit payments according to a predetermined plan (Douglas; col. 5, lines 52-59).

I. Claim 9 has been amended now to recite the method according to claim 1, wherein a reward allocated to a member is not actually given to the member before at least one of a predetermined period has passed or the member has attained a predetermined age (Douglas; col. 18, line 66 to col.19, line 2).

J. Claim 10 has been amended now to recite the method according to claim 9, wherein the reward allocated is forfeited by the member if they are not still a member of the medical insurance plan after the predetermined period has passed or after the member has attained such predetermined age (Douglas et al.; col. 14, lines 38-47).

K. Claim 14 has been amended now to recite the method according to claim 1, further comprises:

i. the insurance provider offering the at least one of a plurality of health-related facilities and a plurality of health-related services in conjunction with third party service providers that provide at least one of health related facilities and health-related services in the at least one of a plurality of health-related facilities and a plurality of health-related services offered by the insurance provider (Douglas; col. 5, lines 28-38); and

ii. monitoring usage of the at least one of health-related facilities and health-related services provided by the third party service providers by members by receiving information from the third party service providers detailing the usage of the at least one of health- related facilities and health-related services by the members (Douglas; col. 6, lines 2-6, Fig. 1).

L. Claim 15 has been amended now to recite the method according to claim 14, wherein the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services (Douglas; col. 2, lines 9-22).

M. Claim 16 recites the method of claim 1, further comprising: providing, by the insurance provider, one of a full payment and a partial payment to one of a health-related facility and a health-related service in the at least one of a plurality of health- related facilities and a plurality of health-related services that has been used by a member of the medical insurance plan, wherein the one of a full payment and a partial payment is on behalf of the member.

Douglas fails to expressly teach providing, by the insurance provider, one of a full payment and a partial payment to one of a health-related facility and a health-related service in the at least one of a plurality of health-related, facilities and a plurality of health-related services that has been used by a member of the medical insurance plan, wherein the one of a full payment and a partial payment is on behalf of the member.

However, these features are well known in the art, as evidenced by Applicant's admitted prior art.

In particular, Applicant's admitted prior art discloses definition of the term "business of a medical scheme": the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health service, either by the medical scheme itself, or by any supplier or group of

suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme;" (par.: 0012-0016).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Applicant's admitted prior art, which is the definition of a medical plan, with the motivation of providing clarification of the benefits of an insurance plan.

N. Claim 17 recites the method of claim 1, further comprising:

providing, by the insurance provider, discounted usage fees to the members for the at least one of a plurality of health-related facilities and a plurality of health-related services.

Douglas fails to expressly teach providing, by the insurance provider, discounted usage fees to the members for the at least one of a plurality of health-related facilities and a plurality of health-related services.

However, these features are well known in the art, as evidenced by Applicant's admitted prior art.

In particular, Applicant's admitted prior art discloses definition of the term "business of a medical scheme": the business of undertaking liability in return for a premium or contribution a) to make provision for the obtaining of any relevant health service; b) to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and c) where applicable, to render a relevant health

service, either by the medical scheme itself, or by any supplier or group of suppliers of a relevant health service or by any person, in association with or in terms of an agreement with a medical scheme" (par.: 0012-0016). It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Applicant's admitted prior art, which is the definition of a medical plan, with the motivation of providing clarification of the benefits of an insurance plan.

O. Newly added claim18 recites a method of managing the use of a medical insurance plan by members thereof, the method comprising:

i. loading member application forms in a computer system managed by an insurance provider;

ii. receiving, at the computer system managed by the insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;

iii. providing at least one of relevant health services and assistance in defraying expenses incurred in connection with rendering such relevant health services, by the computer system managed by the insurance provider to members who pay at least one of the premium payment and the contribution payment;

iv. defining, by the computer system managed by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;

v. offering, by the computer system managed by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

vi. monitoring, by the computer system managed by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;

vii. allocating, by the computer system managed by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and

viii. allocating, by the computer system managed by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

The newly added claim 18 repeats the same limitation of amended claim 1, therefore this claim is rejected for the same reasons given above in the rejection of claim 1 and incorporated herein.

P. Newly added claim19 recites the method according to claim 18, wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values.

The newly added claim 19 repeats the same limitation of amended claim 1, therefore this claim is rejected for the same reasons given above in the rejection of claim 1 and incorporated herein.

8. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Douglas et al. (hereinafter Douglas) (U.S. Patent No. 6,039,688), Luchs et al. (hereinafter Luchs) (U.S. Patent No. 4,831,526), Applicant's admitted prior art and further in view of Ballantyne et al. (hereinafter Ballantyne) (U.S. Patent No. 5,867,821).

A. Claim 12 recites the method according to claim 3 wherein the preventive medical procedures include vaccinations.

Douglas fails to expressly teach the vaccination information. However, this feature is well known in the art, as evidenced by Ballantyne.

In particular, Ballantyne discloses vaccination information (Ballantyne; col. 15, lines 41-47).

It would have been obvious to one having ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Ballantyne with the motivation of enhancing healthcare quality (Ballantyne; col. 2, lines 55-62).

Conclusion

9. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

10. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to DILEK B. COBANOGLU whose telephone number is (571)272-8295. The examiner can normally be reached on 8-4:30.

12. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Christopher L. Gilligan can be reached on 571-272-6770. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

13. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/D. B. C./
Examiner, Art Unit 3626

/C. Luke Gilligan/
Supervisory Patent Examiner, Art Unit 3626